

# **TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Frank Apicella/954-797-1063

**SUBJECT:** Resolution

**AFFECTED DISTRICT:** N/A

**TITLE OF AGENDA ITEM:** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH BELLSOUTH FOR THE PURCHASE OF SERVICE FOR A T-1 COMMUNICATIONS LINE FOR A PERIOD OF 37 MONTHS TO PROVIDE NETWORK COMMUNICATIONS BETWEEN THE TOWN HALL COMPLEX AND THE PAL FACILITY.

**REPORT IN BRIEF:** The Town of Davie currently has telephone service with Bellsouth. The Town's Emergency Response Team has selected the PAL facility for a backup Emergency Operations Center. This facility currently does not have network communications with Town Hall. The first step in providing this service is to install the T-1 communications line.

**PREVIOUS ACTIONS:** Letter of Election has been reviewed by the Town Attorney.

**CONCURRENCES:** N/A

**FISCAL IMPACT:**

Has request been budgeted? no

If no, amount needed: \$ FY2005 \$ 3,685.00, Future Fiscal years \$ 23,584.00

What account will funds be appropriated from: FY2005 052-0259-593-4101. Future Fiscal Years: 001-0520-521-4101 and 001-0620-522-4101.

Additional Comments: Money is available for this fiscal year. Money will be budgeted for future fiscal years.

**RECOMMENDATION(S):** Motion to approve the resolution

**Attachment(s):**

Quotes from Bellsouth, Sprint and Verizon  
Letter of Election from Bellsouth

RESOLUTION \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH BELL SOUTH FOR THE PURCHASE OF SERVICE FOR A T-1 COMMUNICATIONS LINE FOR A PERIOD OF 37 MONTHS TO PROVIDE NETWORK COMMUNICATIONS BETWEEN THE TOWN HALL COMPLEX AND THE PAL FACILITY.

WHEREAS, the Town is in need of installing a T-1 communications line at the PAL facility to act as a backup EOC facility, and;

WHEREAS, the Town solicited informal bids for the supply installation and service cost for the T-1 communication line; and

WHEREAS, after review of the bids received the Town Council accepts the quote from Bellsouth as the lowest responsive and responsible bidder.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The Town Council of the Town of Davie authorizes the Mayor to execute the Bellsouth Letter of Agreement, which is attached here to and identified as attachment "A".

SECTION 2. The Town Council hereby authorizes this expenditure from the appropriate departmental operating accounts.

SECTION 3. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2005

\_\_\_\_\_  
MAYOR/COUNCILMEMBER

ATTEST:

\_\_\_\_\_  
TOWN CLERK

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2005

## Letter of Election

Town of Davie ("Subscriber") requests BellSouth Telecommunications, Inc. ("Company") to provide the following Service at Subscriber locations as detailed in the Service Attachment. The Service included in this Agreement is:

### Frame Relay

The Company will provide the requested Service under the terms and conditions stipulated in the governing tariff. Tariff references providing the basis for this Agreement are detailed in the Service Attachment. Important tariff provisions relating to the requested Service include, but are not limited to:

The Company will furnish, install, maintain and provide maintenance of the Service in accordance with the Company's lawfully filed tariffs. The service period shall begin on the date Service is installed and billing begins ("Service Period"), unless specified otherwise in the tariff.

The Subscriber agrees to pay the Company for the provision of the Service based on the selected length of term described in the tariff. This monthly rate will continue for the elected Service Period and will not be subject to Company initiated change during this period.

The Service Period, monthly recurring charges, and non-recurring charges for this Agreement are detailed in the Service Attachment.

In the event the Service is terminated prior to the expiration of the Service Period, the Subscriber shall pay Termination or Cancellation Charges as specified in the tariff. The appropriate tariff sections shall govern moves of service, upgrades to a higher level of service, and changes in jurisdiction.

The Service Attachment describes the quantity of Service the Subscriber has ordered. Should the Subscriber desire to add or change Service, the Company agrees to do so under the terms and conditions of the tariff and the Subscriber agrees to pay any additional charges resulting from the change or addition.

In the event the Service requested by the Subscriber is cancelled prior to establishment of Service, but after the date of ordering reflected herein, the Subscriber is required to reimburse the Company for all expenses incurred in handling the request before the notice of cancellation is received. Such charges will not exceed the sum of all charges that would apply if the work involved in complying with the request had been completed.

The Subscriber agrees to pay any added costs incurred by the Company due to Subscriber initiated change in the location of the requested Service prior to the time the Service is installed.

Surcharges, such as end user common line, local number portability, federal universal service charge, etc., that may be included in an Agreement Attachment, are not affected by the Agreement's terms and conditions and are subject to change.

At the expiration of the Service Period, the Subscriber may continue the Service according to renewal options provided in the tariff.

Service Periods may also be renewed prior to expiration in accordance with regulations and rates then in effect.

If the Subscriber does not elect an additional Service Period, or does not request discontinuance of the Service, then the Service will continue at the monthly rate in effect for month-to-month rates at the time the Service Period expires, or as specified in the tariff.

Suspension of Service is not permitted for the requested Service.

Service may be transferred to another Subscriber at the same location upon prior written concurrence from the Company. The new subscriber to whom the Service is transferred will be subject to all tariff provisions and equipment configurations currently in effect for the present Subscriber.

Recognition of previous service may be given to the Subscriber who renews an existing Arrangement or converts from month-to-month billing, under circumstances detailed in the tariff. This Agreement period includes 0 months for

*6/20/2000*

Initial: \_\_\_\_\_

Date: \_\_\_\_\_

## Letter of Election

recognition of previous service.

If you are purchasing a BellSouth Fast Packet Transport Service (BellSouth Frame Relay Service, BellSouth Asynchronous Transfer Mode Service, or BellSouth Metro Ethernet Service) or a BellSouth Digital Network Service (BellSouth MegaLink Service, BellSouth MegaLink Channel Service, BellSouth LightGate Service, or BellSouth SMARTRing Service) under this Agreement, such service may only be purchased by Customers whose traffic on this service will be at least 90% intrastate. Customer is responsible for complying with this requirement, and by ordering or accepting such service under this Agreement, Customer is representing to the Company that its traffic on the service will be at least 90% intrastate.

This Agreement is effective when executed by the Subscriber and accepted by the Company, and is subject to and controlled by the provisions of the Company's lawfully filed tariffs, including any changes therein as may be made from time to time.

Subscriber Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_ Title \_\_\_\_\_

**BELLSOUTH TELECOMMUNICATIONS, INC.**  
**By: BellSouth Business Systems, Inc.**

Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_ Title \_\_\_\_\_

**BELLSOUTH**

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May not be used or disclosed outside the BellSouth companies, except pursuant to a written agreement

## Letter of Election

Attachment #1

### Frame Relay

State Tariff: **Florida GSST Tariffs**

Service Period: **37 months**

This attachment includes all rate elements required for **Frame Relay**. Those subject to rate stabilization are indicated in the **A40.1 (GSST) Tariff**. Other charges mandated by Federal, State, or Local statutes may also apply.

Frame Relay (FL)	Qty	USOC	Non - Recurring	Recurring
<b>Option: Connection to Customer Premises</b>				
<b>Location #1</b>				
<b>Address: 4300 SW 57th Av</b>				
<b>Serving CO: FTLDFLPLDS0 (954/581) - BellSouth Telecomm, Inc.</b>				
<b>- FL</b>				
<b>Payment Term: 37 to 60 Months</b>				
<b>Speed: 1.536 Mbps</b>				
Customer Connection to Frame Relay Service	1	FRH15	\$525.00	\$319.00
Initial Standard DLCI	1	XAFD1	\$0.00	\$0.00
Committed Information Rate (CIR)				
769 - 1.536 Mbps	1	FRVR9	\$0.00	\$140.00
Broadband Line - FPO - 1.536 Mbps	1	FP115	\$465.00	\$136.00
<b>Location #2</b>				
<b>Address: 6591 SW 45th St</b>				
<b>Serving CO: FTLDFLPLDS0 (954/797) - BellSouth Telecomm, Inc.</b>				
<b>- FL</b>				
Each Additional Standard DLCI	1	FRVDX	\$25.00	\$2.00
Committed Information Rate (CIR)				
769 - 1.536 Mbps	1	FRVR9	\$0.00	\$140.00
<i>*Rates quoted for this product are based on Tariff Sections</i>				
<i>A40.1 (GSST), A40.5 (GSST).</i>				
<b>Total Non-Recurring:</b>			<b>\$1,015.00</b>	
<b>Total Recurring:</b>				<b>\$737.00</b>

### Service Address Information:

Location #1: EOC  
4300 SW 57th Av  
Davie, FL 33314  
Location #2: Town of Davie  
6591 SW 45th St  
Davie, FL

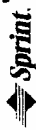
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Initial: \_\_\_\_\_

Date: \_\_\_\_\_



# Town of Davie



Information shown here is submitted to the addressee in response to solicitations for information relating to procurement of equipment or services to be supplied by Sprint. This information is for discussion purposes and is subject to change as a result of completed site surveys and identification of specific requirements. Pricing is effective for 30 days. No part of this document may be reproduced without the written permission of Sprint.

*Sprint*



*Sprint.*

# Thank You.....

... for the opportunity to propose a Sprint solution to meet your voice and data communications needs.

When you choose a Sprint solution, you will be joining thousands of businesses across the nation that have recognized the exceptional quality and value of

Sprint's products and services.



*Sprint*

## Partial T-1 Pricing

Location 1: 4300 SW 57<sup>th</sup> Ave. (954-321)

Location 2: 6591 SW 45<sup>th</sup> St. (954-797)

**384K:** \$1032 Monthly / \$0 Installation

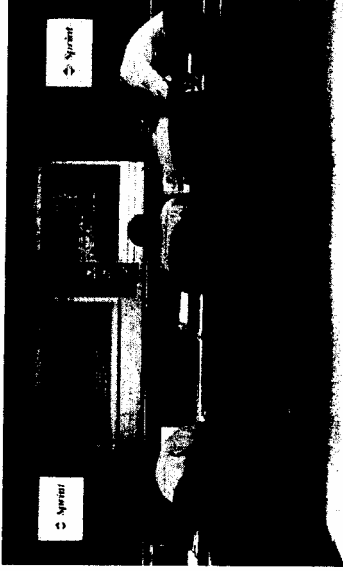
**256K:** \$ 952 Monthly / \$0 Installation

*Sprint*





# Your Sprint Support Team



Gary Post—Local Account Manager - 561-702-7678

Angie Riggs — Inside Account Manager — 1-800-529-4259 Ext 3795

*Sprint*

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